



City Council Staff Report

Date: November 17, 2010 CONSENT CALENDAR

Subject: APPROVAL OF A CVAG REIMBURSEMENT AGREEMENT FOR THE VISTA CHINO WIDENING, CITY PROJECT 10-06

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

City staff requested that the Coachella Valley Association of Governments ("CVAG") enter into a Reimbursement Agreement with the City on a new project to plan for the widening of Vista Chino, between Sunrise Way and Gene Autry Trail, including intersection improvements at Palm Canyon Drive and Indian Canyon Drive. CVAG has approved a Reimbursement Agreement that provides \$500,000 Measure A funding for the first phase of this project.

RECOMMENDATION:

- 1) Approve Agreement No. _____, a Reimbursement Agreement with the Coachella Valley Association of Governments for the Vista Chino Widening (City Project 10-06); and
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

Of all the cities in the Coachella Valley, Palm Springs is the last remaining city where Highway 111 continues to be owned by the California Department of Transportation ("Caltrans"). The alignment of Highway 111 extends over N. Palm Canyon Dr., Vista Chino, Gene Autry Trail, and E. Palm Canyon Dr., a length of over 9.5 miles through Palm Springs.¹ It is Caltrans' responsibility to appropriately plan for and maintain Highway 111. It is for this reason that staff has deferred planning any major capital investment to widen Vista Chino.

¹ Another 2.25 miles of Highway 111 extends through the northwesterly portion of Palm Springs near the intersection of Interstate 10 and Highway 111.

Caltrans has had a policy to facilitate relinquishment of state highways that extend through urbanized areas that function primarily as major arterials and not as typical highways or expressways. The most recent relinquishments of Highway 111 occurred in 2007 in Indio, Palm Desert, and La Quinta. The terms of the relinquishments of Highway 111 from Caltrans to a city or county relate to negotiating payment for accepting the state's liability for the highway. Payment amounts are based on Caltrans' prior 5-year maintenance costs, which are often negotiated to account for the state's deferred maintenance which must be assumed by the city or county upon relinquishment. In the most recent examples, the state agreed to the following payments:

Agency	Length of SR111	Payment	\$ / Mile
Indio	4.45 miles	\$5,700,000	\$1,280,899
Palm Desert	2.69 miles	\$2,223,959	\$826,751
La Quinta	1.95 miles	\$700,000	\$358,974

Assuming a relinquishment value of \$1 Million per mile would require the state to pay Palm Springs as much as \$10 Million or more for relinquishment of Highway 111. In early 2009, staff submitted a request to Caltrans requesting the state to initiate the relinquishment process for Highway 111 in Palm Springs, however, state officials advised staff that Caltrans' entire budget for relinquishments state-wide was only \$10 Million, and that the budget had been frozen given the state's on-going budget crisis.

Given the fact that Caltrans may not be in a position to relinquish Highway 111 for an amount that justifies the City assuming its liability, and that Caltrans has had a history of deferring maintenance or improvement of Highway 111 in Palm Springs, it is staff's recommendation that the City begin to appropriately plan for its widening and improvement. Budgeting local funds for improvement to Highway 111 is not uncommon, and several Measure A funded projects were completed on Highway 111 by other cities prior to Caltrans relinquishing it to them.

The original Measure A Program, approved in 1988, included provisions for improving Highway 111. However, the original Measure A Plan only identified Measure A funding for that portion of Highway 111 south of Ramon Road (then aligned entirely along North, South and East Palm Canyon Drive). In 2008, City staff pursued approval of a Measure A Plan amendment with the Riverside County Transportation Commission ("RCTC"), in order to secure future Measure A funding for necessary improvements to the current alignment of Highway 111 through Palm Springs, extending from the northern City limits on N. Palm Canyon Drive, to Vista Chino, to Gene Autry Trail, and ultimately to E. Palm Canyon Drive at our eastern City limits. A Measure A Plan amendment was ultimately approved by RCTC and adopted by all the RCTC member jurisdictions. This amendment clears up any confusion of Measure A funding eligibility along Highway 111's current alignment through Palm Springs.

The 2007 Update to the Palm Springs General Plan has designated Vista Chino as a 6-lane divided major thoroughfare (110 feet wide) on the Circulation Element. The General Plan forecasts that future peak hour traffic volumes will continue to increase, leading to congestion at major intersections along Vista Chino. Today, significant congestion occurs during morning and afternoon peak commute times at the major intersections, specifically Palm Canyon Drive, Indian Canyon Drive, Sunrise Way, Farrell Drive, and Gene Autry Trail. By 2025, the General Plan estimates that average daily traffic may reach 60,000 vehicles on Vista Chino (west of Gene Autry Trail), resulting in a Level of Service "F" if Vista Chino remains a 4-lane roadway.

On August 30, 2010, staff submitted a request to CVAG to initiate a Measure A funded project to widen Vista Chino. Staff's request was to fund the first phase of the project, which would prepare a Project Study Report ("PSR") for Caltrans review and approval. A PSR is an engineering report whose purpose is to document agreement on the scope, schedule, and estimated cost of a Caltrans project so that the project can be considered for inclusion in a future programming document. The PSR will define the approved geometrics of the proposed Highway 111 widening, to be based upon a traffic analysis using existing and future forecast traffic volumes to determine required lane configurations, and turning lane requirements at intersections. The PSR will also define preliminary right-of-way requirements, which will likely include strips of partial acquisition from residential and commercial parcels having frontage along Vista Chino.

It is staff's opinion that widening Vista Chino to a 6-lane divided major thoroughfare will likely be required between Sunrise Way and Gene Autry Trail (where forecast traffic volumes are higher), and that its current 4 lane configuration between Palm Canyon Dr. and Sunrise Way will have sufficient capacity for future traffic volumes. However, additional turning lanes are likely required at the intersections of N. Palm Canyon Dr./Vista Chino and Indian Canyon Dr./Vista Chino. The traffic analysis prepared as part of the PSR process will confirm staff's opinion and determine the project's ultimate scope. Staff has estimated a budget of \$500,000 for the PSR phase of this project.

On October 25, 2010, the CVAG Executive Committee approved a Reimbursement Agreement with Palm Springs to initiate the first phase of this project, culminating in the preparation of a PSR approved by Caltrans. CVAG has agreed to fund 75% of the estimated \$500,000 cost (\$375,000). Staff will budget the City's 25% local match using Local Measure A funds. Subsequent phases of this project will include environmental analysis and review, preliminary and final design, right-of-way acquisition, and construction. The PSR will identify estimated costs for each of these phases, which will be initiated following CVAG's approval of additional Measure A funding.

FISCAL IMPACT:

The PSR phase of this project is estimated at \$500,000. The CVAG Reimbursement Agreement establishes CVAG's share at 75% of project costs and the City's share at 25% of project costs. Approval of the Reimbursement Agreement will facilitate staff moving forward with this phase of the project. No costs are incurred at this time.

SUBMITTED:

Prepared by:



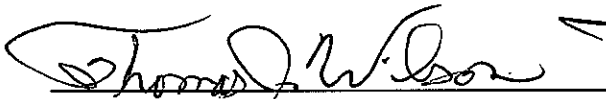
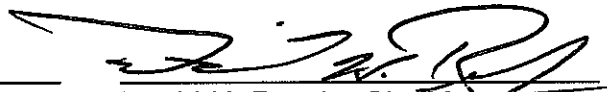
Marcus L. Fuller
Assistant Director of Public Works

Recommended by:



David J. Barakian
Director of Public Works/City Engineer

Approved by:


Thomas J. Wilson, Asst. City Manager
David H. Ready, City Manager

Attachments:

1. CVAG Reimbursement Agreement
2. October 25, 2010, CVAG Executive Committee Staff Report

COACHELLA VALLEY ASSOCIATION of GOVERNMENTS

AGENCY REIMBURSEMENT AGREEMENT BY AND BETWEEN CVAG AND THE CITY OF PALM SPRINGS

VISTA CHINO DRIVE IMPROVEMENT PROJECT

THIS AGREEMENT is made and entered into this ____ day of _____, 2010, by and between the **City of Palm Springs** (Agency), and the **Coachella Valley Association of Governments** (CVAG), a California joint powers agency, and is made with reference to the following background facts and circumstances:

The Coachella Valley Area Transportation Study, a valley-wide study prepared under the auspices of CVAG, has identified various transportation and highway projects throughout the Coachella Valley as projects of regional importance. These projects are listed in the 2005 Update of the Transportation Project Prioritization Study document; and,

Approval of a highway financing measure by the voters of Riverside County in November, 1988, (Measure A), as well as the approval of an extension by the voters in November, 2000, has created a source of funds with which to construct such projects; and,

CVAG, by agreement with its member agencies and with the Riverside County Transportation Commission (RCTC), has been designated as the agency through which such funds are to be conveyed and disbursed for the purpose of completing said regional transportation projects; and,

The CVAG Executive Committee, on July 31, 2006, approved the implementation of the amended Transportation Uniform Mitigation Fee (TUMF) Ordinance to increase the collected TUMF, effective January 1, 2000; and,

Under CVAG's policy of funding eligible projects by member jurisdictions, effective January 1, 2007, the responsible jurisdiction(s) will be responsible for paying Twenty-five Percent (25%) of the project costs (the Local Share), as well as any ineligible project costs, and CVAG will be responsible for Seventy-five Percent (75%) of eligible project costs (the Regional Share). Historically, the CVAG Regional Share has been paid as a reimbursement to the jurisdiction, as invoices are submitted and approved. Agency participants acknowledge that all submitted payment requests must be eligible for reimbursement by CVAG as outlined in the CVAG Policies and Procedures Manual for the Regional Arterial Program, most recent edition update; and,

CVAG has determined that as to member jurisdictions that do not participate in the TUMF program, projects will continue to go forward under the existing Reimbursement Policy; and,

Agency desires to proceed with the preparation of a Project Study Report for a project known as the **Vista Chino Drive Improvement Project** (hereinafter, the "Project"). The total estimated cost of the Project is \$500,000. CVAG agrees to pay 75% of this amount, **not-to-exceed \$375,000**.

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NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the parties do agree as follows:

1. The program embodied in this Agreement for the reimbursement of funds by CVAG shall apply only to those regional arterial projects that have heretofore been identified in the CVAG 2005 updated list of projects. The Project is one of those projects and is therefore eligible.

2. The Project is generally described and referred to as the **Vista Chino Drive Improvement Project**.

Any excess property purchased to secure the necessary right-of-way for the Project will be shared between the Agency and the Regional Arterial Program proportionately according to the funding of the purchase by each jurisdiction participating in the project. Excess property will be disposed of in the best interests of the Regional Arterial Program, in order to recapture funds expended. Any recaptured funds will reduce the overall cost of the project.

3. The scope of work for the Project is more particularly described in Exhibit "A," entitled "Scope of Services," attached hereto and made a part hereof. The cost estimate for the Project is more particularly described in Exhibit "B," entitled "Estimate of Cost," attached hereto and made a part hereof. The cost estimate includes a calculation intended to allow Agency to recover an amount representing the time of its employed staff in working on the Project, as well as the amount Agency shall pay to outside contractors in connection with the Project. Subject to the terms herein and all applicable rules regarding allowed costs, the amount of the Jurisdiction One-Quarter and the CVAG Three-Quarters shall be calculated by reference to the cost estimates as shown on Exhibit "B." Exhibit "C," attached hereto and made a part hereof, is the "Project Schedule."

4. It is the agreement between CVAG and Agency that, of the total estimated cost of the Project, \$500,000, CVAG shall pay the **not-to-exceed Regional Share amount of \$375,000**, and Agency shall pay its remaining Local Share of project costs, as well as one hundred percent (100%) of all costs not eligible for reimbursement by CVAG.

5. Agency agrees to seek reimbursement of Seventy-five Percent of only those costs, up to the not-to-exceed limit, which are eligible for reimbursement by CVAG, as outlined in the CVAG Policies and Procedures Manual for the Regional Arterial Program, as most recently amended.

6.1 Agency shall be responsible for initial payment of all covered costs as they are incurred. Following payment of such costs, Agency shall submit invoices to CVAG requesting reimbursement of seventy-five percent of those eligible costs associated with the Project. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to Agency, and documents evidencing Agency's payment of the invoices or demands for payment. Agency shall also submit a Project Completion Report, in a form acceptable to CVAG, with each

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statement. Agency shall submit invoices not more often than monthly and not less often than quarterly.

6.2 Agency shall, at the design stage of the Project, identify a project specific ratio, "Project Ratio", for the construction phase of the project that distinguishes between "Capacity Enhancement" items, "Rehabilitation" items or "Other" items.

Agency shall apply that "Project Ratio" to the project construction cost and provide CVAG with supporting documents that will clearly identify "Capacity Enhancement" costs, eligible for payment with TUMF revenues, "Rehabilitation" costs, eligible for payment with Measure "A" revenues, and Other costs that are not eligible for reimbursement by CVAG.

All invoices submitted to CVAG for reimbursement shall include a table identifying "Capacity Enhancement" costs eligible for payment with TUMF, "Rehabilitation" costs eligible for payment with Measure "A", and other costs that are not eligible for reimbursement by CVAG.

6.3 Upon receipt of an invoice from Agency, CVAG may request additional documentation or explanation of the Project costs. Undisputed reimbursement amounts shall be paid by CVAG to Agency within thirty (30) days.

6.4 If a post-payment audit or review indicates that CVAG has provided reimbursement to Agency in an amount in excess of Seventy-five Percent of eligible costs, or has provided reimbursement of ineligible Project costs, Agency shall reimburse CVAG for the excess or ineligible payments within thirty (30) days of notification by CVAG.

7. Prior to any final payment to Agency by CVAG, a final report shall be submitted to CVAG by Agency containing a record of all payments made for said Project and the source of funds of all such payments, together with a record of all change orders, cost over-runs, and other expenses incurred. Final payment will thereafter be paid by CVAG in accordance with its rules, regulations and policies concerning project cost determination and expense eligibility.

8. The format used for all bids solicited by Agency for the Project shall require itemization sufficient to allow quantities of each bid item to be easily discernible. It shall be the responsibility of Agency to determine what quantity is for Capacity Enhancement and/or Rehabilitation, and to provide CVAG staff with that information.

9. The parties agree that should unforeseen circumstances arise which result in new work not covered in Exhibit "A," an increase of any costs over those shown in Exhibit "B," or other changes in the Scope of Work are proposed, CVAG will in good faith consider an amendment to this Agreement to provide for further appropriate reimbursement if the proposed amendment is in accordance with the policies, procedures, and cost determination/expense eligibility criteria adopted by CVAG. Non-substantive changes may be made to this agreement subject to CVAG's General Counsel's approval.

10. Agency shall maintain an accounting of all funds received from CVAG pursuant to this Agreement in accordance with generally accepted accounting principles.

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Agency agrees to keep all Project contracts and records for a period of not less than three years from the date a notice of completion is filed by the Agency on such Project; or, if the Project is not one as to which a notice of completion would normally be recorded, for three years from the date of completion. Agency shall permit CVAG, at any reasonable time, upon reasonable notice, to inspect any records maintained in connection with the Project. CVAG shall have no duty to make any such inspection and shall not incur any liability or obligation by reason of making or not making any such inspection.

11. The occurrence of any one or more of the following events shall, at CVAG's option, constitute an event of default and Agency shall provide CVAG with immediate notice thereof.

11.1 Any warranty, representation, statement, report or certificate made or delivered to CVAG by Agency or any of Agency's officers, employees or agents now or hereafter which is incorrect, false, untrue or misleading in any material respect;

11.2 Agency shall fail to pay, perform or comply with, or otherwise shall breach, any obligation, warranty, term or condition in this Agreement or any amendment to this Agreement, or any agreement delivered in connection with the Project; or,

11.3 There shall occur any of the following: dissolution, termination of existence or insolvency of Agency; the commencement of any proceeding under any bankruptcy or insolvency law by or against Agency; entry of a court order which enjoins, restrains or in any way prevents Agency from paying sums owed to creditors.

12. No waiver of any Event of Default or breach by one party hereunder shall be implied from any omission by the other party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and the waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by one party to or of any act by the other party shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act.

13. This Agreement is made and entered into for the sole protection and benefit of CVAG and Agency and no third person shall have any right of action under this Agreement.

14. It is the intent of the Agency and CVAG that the Project be represented as being funded by Measure "A"/TUMF funds. All public notices, news releases, and documents shall indicate that the Project is being cooperatively developed by the Agency, RCTC, and CVAG using Measure "A"/TUMF funds. Prior to initiation of on-site construction, Agency agrees to provide at least one "Project Sign" to be placed in a safe and visible location near the site of construction so that all travelers passing the location have the opportunity to observe who the agencies are that are providing funds for the construction of the Project. Exhibit "D," "Project Sign," provides a guide for Project Sign format.

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15. This Agreement is for funding purposes only and nothing herein shall be construed so as to constitute CVAG as a party to the construction or in ownership or a partner or joint venturer with Agency as to the Project. The Agency shall assume the defense of, indemnify and hold harmless CVAG, its member agencies, and their respective officers, directors, agents, employees, servants, attorneys, and volunteers, and each and every one of them, from and against all actions, damages, claims, losses and expenses of every type and description to which they may be subjected or put by reason of or resulting from the actions or inactions of the Agency related to the Project or taken in the performance of this Agreement or any agreement entered into by Agency with reference to the Project. CVAG shall assume the defense of, indemnify and hold harmless the Agency, its officers, directors, agents, employees, servants, attorneys, and volunteers, and each of them, from and against all actions, damages, claims, losses, and expenses of every type and description to which they may be subjected or put by reason of or resulting from the actions of CVAG taken in the performance of this Agreement.

16. Agency agrees to include in its contract specifications and bid documents a requirement that all prime contractors shall name CVAG and its member agencies as "also insured" on all liability insurance coverage required by Agency on each contract. Agency will provide a copy of the Insurance Certificate to CVAG, depicting CVAG and its member agencies as "also insureds," within 30 days of signing a contract with the prime contractor.

17. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by voluntary negotiations between the parties shall first be decided by the CVAG Executive Director or designee, who may consider any written or verbal evidence submitted by Agency. This decision shall be issued in writing. However, no action in accordance with this Section shall in any way limit either party's rights and remedies through actions in a court of law with appropriate jurisdiction. Neither the pendency of dispute nor its consideration by CVAG will excuse Agency from full and timely performance in accordance with the terms of this Agreement.

18. Any agency receiving federal funds must have an approved Disadvantaged Business Enterprise program. All recipients of Federal Highway Administration (FHWA) funds must carry out the provisions of Part 26, Title 49 of the Code of Federal Regulations (CFR) which established the Federal Department of Transportation's policy supporting the fullest possible participation of firms owned and controlled by minorities and women in the Department of Transportation programs. Except to the extent that such or other contrary federal regulations may apply, Agency covenants that, by and for itself and all persons claiming under or through it, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the performance of this Agreement.

19. Agency warrants that all aspects of the Project shall be undertaken in compliance with all applicable local, state and federal rules, regulations and laws. Agency will execute and deliver to CVAG such further documents and do other acts and things as CVAG may reasonably request in order to comply fully with all applicable requirements and to effect fully the purposes of this Agreement.

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20. This Agreement may not be assigned without the express written consent of CVAG first being obtained.

21. Agency, its successors in interest and assigns shall be bound by all the provisions contained in this Agreement.

22. No officer or employee of CVAG shall be personally liable to Agency, or any successor in interest, in the event of any default or breach by CVAG or for any amount with may become due to Agency or to its successor, or for breach of any obligation of the terms of this Agreement.

23. Notwithstanding any other provision herein, CVAG shall not be liable for payment or reimbursement of any sums for which CVAG has not first obtained the necessary and appropriate funding from TUMF and/or Measure "A" monies.

24. No officer or employee of CVAG shall have any personal interest, direct or indirect, in this Agreement; nor shall any such officer or employee participate in any decision relating to this Agreement which effects his or her personal interest or the interest of any corporation, partnership or association in which she or he is, directly or indirectly, interested, in violation of any state, federal or local law.

25. Agency warrants that the funds received by CVAG pursuant to this Agreement shall only be used in a manner consistent with CVAG's reimbursement policy and all applicable regulations and laws. Any provision required to be included in this type of agreement by federal or state law shall be deemed to be incorporated into this Agreement.

26. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing, such as Federal Express or UPS); sent by telecopier or facsimile machine capable of confirming transmission and receipt; or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to **Agency:** David Ready, City Manager
City of Palm Springs
3200 East Tahquitz Canyon Way
Palm Springs, CA 92262
Telephone: 760-323-8350
FAX No.: 760-323-8207

If to **CVAG:** CVAG
73-710 Fred Waring Drive
Palm Desert, CA 92260
Telephone: (760) 346-1127
FAX No.: (760) 340-5949

Notices sent in accordance with this paragraph shall be deemed delivered upon the next business day following the: (i) date of delivery as indicated on the written confirmation of

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delivery (if sent by overnight courier service); (ii) the date of actual receipt (if personally delivered by other means); (iii) date of transmission (if sent by telecopier or facsimile machine); or (iv) the date of delivery as indicated on the return receipt if sent by certified or registered mail, return receipt requested. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

27. This Agreement and the exhibits herein contain the entire agreement between the parties, and is intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matter dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.

28. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

29. In the event either party hereto brings an action or proceeding for a declaration of the rights of the parties, for injunctive relief, for an alleged breach or default, or any other action arising out of this Agreement, or the transactions contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

30. Time is of the essence in this Agreement, and each and every provision hereof in which time is an element.

31. This Agreement and all documents provided for herein shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising from this Agreement shall be adjudicated in the courts of Riverside County, Desert Judicial District, State of California.

32. Agency warrants that the execution, delivery and performance of this Agreement and any and all related documents are duly authorized and do not require the further consent or approval of any body, board or commission or other authority.

33. This Agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on this date:

ATTEST:

CITY OF PALM SPRINGS

By: _____
City Manager

By: _____
Mayor

ATTEST:

CVAG

By: _____
Tom Kirk
Executive Director

By:  _____
Yvonne Parks
Chair

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EXHIBIT "A"

SCOPE OF SERVICES

AGENCY REIMBURSEMENT AGREEMENT BY AND BETWEEN CVAG AND THE CITY OF PALM SPRINGS

VISTA CHINO DRIVE IMPROVEMENT PROJECT

The City of Palm Springs is now ready to proceed with the Project Study Report for the Vista Chino Drive Improvement Project. Additional phases of the project will follow.

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EXHIBIT "B"

ESTIMATE OF COST

AGENCY REIMBURSEMENT AGREEMENT BY AND BETWEEN CVAG AND THE CITY OF PALM SPRINGS

VISTA CHINO DRIVE IMPROVEMENT PROJECT

The total estimated cost of the Project Study Report for the project is \$500,000.

In accordance with CVAG policy, CVAG agrees to pay 75% of qualified project costs, in this case estimated as Not-to-Exceed \$375,000. The City of Palm Springs will be responsible for payment of the 25% remainder of the qualified project costs, as well as any unqualified project costs.

EXHIBIT "C"

PROJECT SCHEDULE

**AGENCY REIMBURSEMENT AGREEMENT
BY AND BETWEEN CVAG AND THE CITY OF PALM SPRINGS**

VISTA CHINO DRIVE IMPROVEMENT PROJECT

The Project Study Report for the Vista Chino Drive Improvement Project is estimated to begin immediately. Additional phases of the project will follow.

DATE: October 25, 2010
TO: EXECUTIVE COMMITTEE
FROM: Allyn S. Waggle, Deputy Executive Director
SUBJECT: Project Study Report for Vista Chino Drive

RECOMMEDATION:

- 1) **Approve an Agreement to Provide Regional Funds to complete a Project Study Report for Vista Chino Drive in the City of Palm Springs, in an amount not to exceed \$375,000, pending approval of adding Vista Chino Drive as a roadway qualified to receive Regional Transportation Funds; and**
- 2) **Authorize the Executive Director, in Consultation with CVAG General Counsel, to Resolve any Minor Inconsistencies in Approving this Agreement to Provide Regional Funds for a Project Study Report for Vista Chino Drive in the City of Palm Springs.**

Transportation Committee: CONCURS (meeting of October 4th)

Technical Advisory Committee: CONCURS (Meeting of October 11th)

BACKGROUND: Presently, Vista Chino Drive is not identified as an approved roadway in CVAG's Transportation Project Prioritization Study (TPPS), which is used to list and rank in priority order all the Coachella Valley roadways eligible to receive regional transportation funds. The majority of Vista Chino Drive was earlier designated as State Highway 111 through the City of Palm Springs. As part of the original Measure A program, state highway projects were eligible to receive funds directly from Measure A State Highway funds. The extended Measure A program does not provide for Measure A State Highway funds. Similarly, approval and funding for improvements to this portion of Vista Chino Drive are currently the responsibility of Caltrans, as the roadway is a state highway. As indicated by the attached correspondence the City of Palm Springs continues to solicit Caltrans to relinquish the Vista Chino Drive portion of State Highway 111 to the city. While the city anticipates eventual success, the roadway is still part of the state highway system.

The City of Palm Springs has requested identifying Vista Chino Drive as a roadway qualified to receive funding as part of the regional transportation program. The immediate request is to provide 75% of the cost for preparing a Project Study Report, estimated at \$500,000. Vista Chino Drive meets the qualifications to be included in the regional transportation program, and will certainly be included among the roadway segments to be ranked in the 2010 update of the TPPS. The TPPS update is scheduled to be complete in an October/ November timeframe.

FISCAL ANALYSIS: The recommended action presumes Vista Chino Drive will be approved as qualifying to receive regional transportation funds and will be included in the 2010 update of the Transportation Project Prioritization Study. Should Vista Chino Drive not be so approved, the City of Palm Springs will be responsible for all costs associated with the Project Study Report for this project, and no regional funds will be paid.

An alternative to the recommended motion is to require the City of Palm Springs to wait until after the 2010 update of the TPPS has been approved by CVAG's Executive Committee. However, staff is confident Vista Chino will be listed in the updated TPPS, and the segment will be highly ranked.

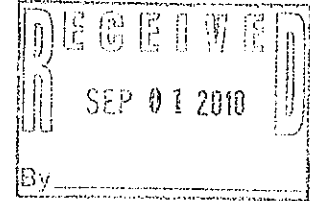


City of Palm Springs

Department of Public Works and Engineering
3200 East Tahquitz Canyon Way • Palm Springs, California 92262
Tel: (760) 323-8253 • Fax: (760) 322-8325 • Web: www.palmspringsca.gov

August 30, 2010

Mr. Allyn Waggle
Coachella Valley Association of Governments
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260



Re: Vista Chino Widening, N. Palm Canyon Dr. to Gene Autry Trail; City Project 10-06

Dear Allyn:

As you know, on September 10, 2008, the Riverside County Transportation Commission adopted a Resolution initiating an amendment to the Measure A Transportation Improvement Plan ("TIP") to reflect the realignment of State Highway 111 to Vista Chino and Gene Autry Trail through Palm Springs. It was expressly understood by RCTC's member agencies (which include all CVAG member agencies) that the Measure A TIP amendment would clear up any question on the eligibility of Measure A funds for transportation projects on State Highway 111 within Palm Springs. The City of Palm Springs has patiently waited to commence planning on a major roadway widening project on State Highway 111 as a result of the Measure A TIP amendment; and given the ultimate scope and cost of this project, requests that CVAG approve funding for the preparation of a Project Study Report ("PSR") for this project.

Palm Springs is the last City in the entire Coachella Valley where Caltrans continues to own and operate State Highway 111 within its jurisdiction, primarily due to the fact that State Highway 111 extends nearly 10 miles through the City, and all of the other cities had significantly shorter lengths of it. Although the City initiated efforts with Caltrans in 2009 to have the state relinquish State Highway 111 to the City, the state's on-going budget problems have tabled our request given the potential cost to the state due to the length of highway to be relinquished in Palm Springs. Caltrans historically does not address issues of capacity on its state highways like Highway 111, and unless the City initiates an effort to address diminishing capacity of State Highway 111, traffic congestion will continue to increase for commuters and residents on this busy arterial.

Vista Chino (State Highway 111), from Sunrise Way to Gene Autry Trail, is identified as a 6-lane major arterial on the Palm Springs General Plan. Currently, Vista Chino is 5-lanes (3 eastbound) from Sunrise Way to Volturno Road, and is limited to 4-lanes from Volturno Road to Gene Autry Trail. The City proposes to widen Vista Chino to its 6-lane ultimate width from Sunrise Way to Gene Autry Trail (including additional turn lanes at the intersections), and also to widen the intersections of Palm Canyon Drive and Indian Canyon Drive (additional turn lanes), as required to accommodate existing and future traffic volumes.

Mr. Allyn Waggle
August 30, 2010
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We realize that State Highway 111 (or Vista Chino) between N. Palm Canyon Drive and Gene Autry Trail is not a street segment listed in the 2005 Update to the Transportation Project Prioritization Study ("TPPS"). However, we have coordinated with CVAG's consultant and recently confirmed that it will be listed in the latest update to the TPPS. Although CVAG policy might ordinarily prevent CVAG staff from recommending approval of the City's request to fund preparation of a PSR for this project, we believe the fact that RCTC and all of its member agencies approved an amendment to the Measure A TIP to reflect the existing alignment of State Highway 111 through Palm Springs, specifically to clear up any questions of the eligibility of Measure A funds on it, lends support to our request to initiate the planning effort on this project.

Therefore, we respectfully request CVAG's approval to fund \$500,000 for preparation of a PSR for this project. Given the state's continued ownership of State Highway 111 in Palm Springs, the PSR for this project will require full oversight through Caltrans' Project Program Management (PPM) Group, which the City will be required to fund.

Please process CVAG approval of a new Reimbursement Agreement for this project, with CVAG funding established at 75%, with the City's local share at 25%. The PSR phase of this project would require the following CVAG funding:

Regional Measure A funding (75%): \$375,000
Local Measure A funding (25%): \$125,000

If you have any questions, please feel free to contact me at (760) 323-8253, extension 8732, or by e-mail at Dave.Barakian@palmspringsca.gov.

Sincerely,



David J. Barakian, P.E., T.E.; P.T.O.E.
Director of Public Works/City Engineer

cc: *David Ready, City Manager*
file